

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

ACHATES REFERENCE PUBLISHING, INC.,

Plaintiff,

vs.

SYMANTEC CORPORATION;  
GLOBALSCAPE INC.; COMMON TIME  
INC.; COMMON TIME LTD.; NATIVE  
INSTRUMENTS SOFTWARE SYNTHESIS  
GMBH; NATIVE INSTRUMENTS NORTH  
AMERICA, INC.; STARDOCK SYSTEMS  
INC.; VALVE LLC; ELECTRONIC ARTS,  
INC.; NERO AG; NERO INC.;  
QUICKOFFICE, INC.; and SOLARWINDS  
INC.

Defendants.

CIVIL ACTION NO.: 2:11-cv-00294-CE

JURY TRIAL DEMANDED

**RESPONSE BY DEFENDANTS SYMANTEC CORPORATION AND  
QUICKOFFICE, INC. TO THE COURT'S ORDER OF APRIL 5, 2013**

Defendants Symantec Corporation ("Symantec") and Quickoffice, Inc. ("Quickoffice") hereby respond to the Court's Order of April 5, 2013. In particular, the Court requested that each defendant indicates whether or not they "(1) agree[] to be held to the same estoppel as will apply against Apple resulting from the *inter partes* review, and (2) agree[] that the estoppel will apply as soon as the PTO issues an appealable determination."

Neither Symantec nor Quickoffice agree to be bound by Apple's *inter partes* review or agree to be otherwise estopped based on those proceedings. Symantec and Quickoffice in no way wish to place additional burden on the Court or any other party to this litigation; however, they cannot agree to effectively forego their invalidity defense should this case proceed to trial.

More specifically, neither Symantec nor Quickoffice were involved in Apple's decision to file an *inter partes* review and, in fact, did not learn of the review until nearly one month after Apple filed its petition. Symantec and Quickoffice do not believe that, as a matter of law, they will be permitted to participate in Apple's *inter partes* review. This is particularly problematic because Symantec and Quickoffice plan to argue that certain prior art references—which are not at issue in the *inter partes* review—invalidate the patents-in-suit. If bound by the results of Apple's *inter partes* review, Symantec and Quickoffice would likely be estopped from addressing those prior art references in this litigation. In other words, agreeing to be bound by Apple's *inter parte* review leaves Symantec and Quickoffice with no opportunity to advance their invalidity defense in any forum.

Dated: April 10, 2013

Respectfully submitted,

By: /s/ Jason M. Garr

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**ATTORNEYS FOR DEFENDANT SYMANTEC  
CORPORATION**

### **CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who are deemed to have consented to electronic service. Local Rule CV-5(a)(3)(A). Pursuant to Fed. R. Civ. P. 5(d) and Local Rule CV-5(d), all other counsel of record not deemed to have consented to electronic service were served with a true and correct copy of the foregoing by email and/or fax, on April 10, 2013.

/s/ Jason M. Garr  
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